

## **II. Remarks**

Consideration and allowance of the subject application are respectfully requested.

Claims 27-105 are pending in the application. Claims 27, 49, 52, 69, and 86 are independent. Claims 69, 78, 80, 81, 86, 87, and 97 have been amended herein to clarify these claims with respect to the specification and the drawings, and not in response to any claim rejections. No new matter has been added.

In an Office Action mailed on February 25, 2005, Claims 27-31, 33, 36-38, 40-43, 45, 46, 52-56, 58, 61-63, 65, 66, 69-73, 75, 78-80, 82, 83, 86-91, 93, 96-98, 100, 101, 104, and 105 were rejected under 35 U.S.C. § 102(b) as allegedly being anticipated by U.S. Patent No. 5,258,979 to Oomuro, et al. ("Oomuro"). Claims 49-51 were rejected under 35 U.S.C. § 102(b) as allegedly being anticipated by U.S. Patent No. 6,577,858 to Gell ("Gell"). Claims 32, 34, 35, 39, 44, 47, 48, 57, 59, 60, 64, 67, 68, 74, 76, 77, 81, 84, 85, 92, 94, 95, 99, 102, and 103 were rejected under 35 U.S.C. § 103(a) as allegedly being unpatentable over Oomuro. These rejections are traversed.

Independent Claim 27 recites a telecommunication system. The system comprises a first user interface and a second user interface interconnected by a telecommunications network. The first user interface is connected to at least one computer processor and electronic memory means for executing a first set of programming code that determines said first user interface's requirements for communicating with the second user interface. The

telecommunication network is connected to said at least one computer processor and electronic memory means for executing a second set of programming code that determines available network resources of said network. The at least one computer processor and electronic memory means are operable to execute a third set of programming code that manages negotiations between said first set of programming code and said second set of programming code. The negotiations are for determining terms of communication between said first user interface and said second user interface through said network. The negotiations are based on a trusted negotiating discipline.

Oomuro is directed to an ATM communication system, including an ATM switching network, that controls exchanges among a plurality of terminal equipment and a management apparatus that manages traffic in the ATM switching network. The ATM switching network includes a notifying unit that notifies the terminal equipment of the allocable bandwidth which can be used in accordance with the amount of traffic in the ATM switching network. In particular, at column 7, line 60 through column 8, line 63 of Oomuro, a set of steps is described by which the notification of the allocable bandwidth to the terminal equipment is performed.

However, Oomuro fails to disclose a set of programming code that manages negotiations, and Oomuro also fails to disclose negotiations that are based on a trusted negotiating discipline, as recited in independent Claim 27. Indeed, the term “negotiation” does not appear in Oomuro. Importantly, the steps described at column 7, line 60 through column 8, line 63 do not constitute a

negotiation. Instead, this passage of Oomuro describes a communication between the terminal equipment relating to the amount of allocable bandwidth and a notification that the requested bandwidth can be received. Thus, in contrast to the present invention, Oomuro fails to disclose the making of a counteroffer that could lead to a mutually satisfactory or compromise solution, as would be characteristic of a negotiation, and as disclosed, for example, at paragraph 0068 of the specification for the present invention.

In addition, Oomuro fails to disclose the use of a trusted negotiation discipline as the basis for negotiations, as recited in independent Claim 27. As described at paragraphs 0055, 0056, and 0057 of the specification for the present invention, a trusted negotiation discipline includes a set of parameters that define a context within which the negotiation may take place. By contrast, Oomuro does not disclose any such set of parameters.

Therefore, because Oomuro fails to disclose a negotiation, and also fails to disclose the use of a trusted negotiation discipline as the basis for a negotiation, Applicants submit that independent Claim 27 is allowable over Oomuro. Furthermore, each of independent Claims 52, 69, and 86 recites a negotiation based on a trusted negotiating discipline. Therefore, each of independent Claims 52, 69, and 86 is allowable over Oomuro, for the same reasons as those discussed above with respect to Claim 27. In addition, each of Claims 28-48, 53-68, 70-85, and 87-105 depends from one of independent Claims 27, 52, 69, and 86, and each is therefore allowable over Oomuro for the same reasons.

Independent Claim 49 recites a computer-implemented method for negotiating terms of communication between a first user interface and a second user interface connected by a telecommunications network. The method comprises the steps of receiving, from a first set of programming code associated with said first user interface, an offer for said terms of communication, said first user interface's offer including said first user interface's requirements for communicating with said second user interface through said network; verifying said first user interface's offer conforms with a trusted negotiation discipline; presenting said first user interface's offer to a second set of programming code associated with said network if said first user interface's offer conforms with said discipline; receiving, from said second set of programming code, another offer for said terms of communication, said another offer including at least said network's available resources for said communication, and including a modification of said first user interface's offer; returning said another offer to said first set of programming code if said another offer conforms with said discipline; repeating the foregoing steps if said offers conform with said discipline; terminating said negotiating if any one of said offers and counteroffers fail to converge according to said negotiation discipline; and notifying said first set of programming code and said second set of programming code of terms of any one of said offers and counteroffers that converge according to said negotiating discipline.

Gell is directed to an accounting system in a communication network. At column 17, lines 1-65 of Gell, a description is provided by which a customer terminal obtains a service from a service provider apparatus. The

customer terminal generates a signal that includes a code and transmits the signal to the service provider apparatus. The service provider apparatus compares the received code and compares it with stored codes corresponding to the services offered by the service provider apparatus. If there is a match, it outputs each matching code. If there is no match, then the service provider apparatus locates the most similar stored codes and outputs these instead.

However, in contrast to the recitation of independent Claim 49, Gell fails to disclose the steps of verifying that the first user interface's offer conforms with a trusted negotiation discipline, repeating the negotiating steps relating to presenting and receiving offers if the offers conform with the negotiation discipline, and terminating the negotiating if any one of the offers and counteroffers fail to converge according to the negotiation discipline. Although the code transmitted by the customer terminal to the service provider apparatus could arguably be viewed as an offer, and the output of the most similar stored codes by the service provider apparatus could arguably be viewed as a counteroffer, the process described in Gell stops at that point. Accordingly, there is no description of repeating the offer/counteroffer process until a convergence is reached or until the process is terminated because the offers are not converging, and there is no description whatsoever of a trusted negotiation discipline. Therefore, Gell fails to disclose several of the steps of the process recited in independent Claim 49.

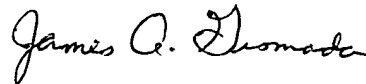
Because Gell fails to disclose the steps of verifying the first offer with a trusted negotiation discipline, repeating the negotiation steps, and

terminating the negotiation if any one of the offers or counteroffers fails to converge, Applicants submit that independent Claim 49 is allowable over Gell. In addition, each of Claims 50 and 51 depends from independent Claim 49, and each is therefore allowable over Gell for the same reasons.

In view of the above remarks, it is believed that this application is now in condition for allowance, and a Notice thereof is respectfully requested.

Applicants' undersigned attorney may be reached in our Washington, D.C. office by telephone at (202) 625-3500. All correspondence should continue to be directed to our below listed address.

Respectfully submitted,



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